

FILED

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

2013 APR 18 P 12:13

THOMAS SEHLER, MOHAMED SADIQUI,)
LORA HARTMAN, MONICA HARMISON,)
ALLISON COUGILL, ALICE DIXON,)
RONALD HANTZ, and ANNETTE POST,)

Plaintiffs,)

v.)

PROSPECT MORTGAGE, LLC,)

Defendant.)

Case No.: 1:13cv443-JCC-TRJ

CLERK US DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

COMPLAINT

Thomas Sehler, Mohamed Sadiqui, Lora Hartman, Monica Harmison, Allison Cougill, Alice Dixon, Ronald Hantz, and Annette Post ("Plaintiffs"), for their Complaint against Prospect Mortgage, LLC ("Defendant"), state as follows:

PARTIES AND PROCEDURAL BACKGROUND

1. Plaintiff Thomas Sehler ("Plaintiff Sehler") is an adult resident of Arlington, Virginia. Plaintiff Sehler worked as a loan officer for Defendant in an office in the Fairfax, Virginia area from approximately June 2008 until April 2009.
2. Plaintiff Mohamed Sadiqui ("Plaintiff Sadiqui") is an adult resident of Arlington, Virginia. Plaintiff Sadiqui worked as a loan officer for Defendant in an office in the Fairfax, Virginia area from approximately October 2008 until November 2009.
3. Plaintiff Lora Hartman ("Plaintiff Hartman") is an adult resident of Hume, Virginia. Plaintiff Hartman worked as a loan officer for Defendant in an office in the Ashburn, Virginia area from approximately October 2009 until July 2010.

4. Plaintiff Monica Harmison ("Plaintiff Harmison") is an adult resident of Ashburn, Virginia. Plaintiff Harmison worked as a loan officer for Defendant in an office in the Ashburn, Virginia area from approximately June 2009 until September 2009.

5. Plaintiff Allison Cougill ("Plaintiff Cougill") is an adult resident of Richmond, Virginia. Plaintiff Cougill worked as a loan officer for Defendant in an office in the Richmond, Virginia area from approximately October 2007 until October 2011.

6. Plaintiff Alice Dixon ("Plaintiff Dixon") is an adult resident of Richmond, Virginia. Plaintiff Dixon worked as a loan officer for Defendant in an office in the Richmond, Virginia area from approximately October 2007 until February 2010.

7. Plaintiff Ronald Hantz ("Plaintiff Hantz") is an adult resident of Washington, D.C. Plaintiff Hantz worked as a loan officer for Defendant in an office in the Fairfax, Virginia area from approximately January 2007 until October 2009.

8. Plaintiff Annette Post ("Plaintiff Post") is an adult resident of Richmond, Virginia. Plaintiff Post worked as a loan officer for Defendant in an office in the Richmond, Virginia area from approximately February 2008 until July 2009.

9. Upon information and belief, Defendant is a California corporation doing business in and maintaining offices in several states throughout the United States, including Virginia. According to its website, Defendant is one of the largest independent residential retail lenders in the United States, and offers mortgage products such as FHA, VA, conventional, jumbo, and super jumbo loans. Defendant formerly did business under the name Metrocities Mortgage.

10. On October 18, 2010, Elizabeth Sliger, Carol Dion and Scott Avila, on behalf of themselves and all others similarly situated, filed a lawsuit against Defendant in the United

States District Court for the Eastern District of California to recover overtime pay, minimum wages, and other relief. (hereinafter referred to as “*Sliger*” or “the *Sliger* matter.”) On August 24, 2011, Judge Lawrence K. Karlton granted, in part, the *Sliger* plaintiffs’ motion for FLSA conditional certification and authorized the *Sliger* plaintiffs to mail a notice of the lawsuit to all loan officers employed by Defendant between October 18, 2007, and August 24, 2011, who were paid on a commission-only basis. (*See Sliger v. Prospect Mortgage, LLC*, No. CIV. S-11-465 LKK/EFB, 2011 WL 3747947 (E.D. Cal. Aug. 24, 2011).)

11. Plaintiff Sehler opted-in to the *Sliger* matter on November 21, 2011. (*See Ex. A.*)
12. Plaintiff Sadiqui opted-in to the *Sliger* matter on November 15, 2011. (*See Ex. A.*)
13. Plaintiff Hartman opted-in to the *Sliger* matter on August 26, 2011. (*See Ex. A.*)
14. Plaintiff Harmison opted-in to the *Sliger* matter on November 16, 2011. (*See Ex. A.*)
15. Plaintiff Cougill opted-in to the *Sliger* matter on November 16, 2011. (*See Ex. A.*)
16. Plaintiff Dixon opted-in to the *Sliger* matter on November 28, 2011. (*See Ex. A.*)
17. Plaintiff Hantz opted-in to the *Sliger* matter on January 6, 2012. (*See Ex. A.*)
18. Plaintiff Post opted-in to the *Sliger* matter on November 21, 2011. (*See Ex. A.*)
19. By stipulation of the parties, the Court decertified the *Sliger* matter on January 23, 2013. (Ex. B.) The stipulation permits “individual opt-in plaintiffs, who so choose, [to] pursue their individual claims in other forums.” (*Id.*) In addition, the stipulation states that, the claims of all opt-in plaintiffs, including the claims of Plaintiffs, are tolled from the time they opted-in to the *Sliger* matter until April 23, 2013. (*Id.*)

20. Plaintiffs bring this action pursuant to the FLSA, 29 U.S.C. § 201 *et seq.* Plaintiffs worked for Defendant as loan officers during the relevant statutory periods. During the relevant statutory periods, Plaintiffs regularly worked over forty hours per week without overtime compensation. Plaintiffs seek relief for Defendant's failure to pay overtime compensation under federal law.

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 as this case is being brought under a federal statute, the FLSA, 29 U.S.C. § 201 *et seq.*

22. Venue is proper in the United States District Court, Eastern District of Virginia pursuant to 28 U.S.C. § 1391, because Defendant operated facilities in this district and because a substantial part of the events giving rise to the claims occurred in this district.

FACTUAL ALLEGATIONS

23. Defendant employed Plaintiffs as loan officers.

24. Defendant classified Plaintiffs as "exempt" from the overtime pay requirements of the FLSA and state law.

25. Plaintiffs are informed, believe, and thereon allege that Defendant's gross annual sales made or business done is \$500,000.00 or greater. Defendant operates in interstate commerce by, among other things, selling mortgage loan products in multiple states.

26. Defendant paid Plaintiffs on a commission-only basis.

27. Plaintiffs routinely worked in excess of forty hours per week for Defendant.

28. Defendant suffered and permitted Plaintiffs to work more than forty hours per week without overtime compensation.

29. Defendant is in the business of selling mortgages. Plaintiffs' work is and was directly related to mortgage sales.

30. Defendant did not keep accurate records of the Plaintiffs' hours worked. Defendant never instructed Plaintiffs to keep records of their hours worked.

31. Defendant's unlawful conduct has been widespread, repeated and consistent.

32. Defendant is aware of wage and hour laws, as evidenced by the fact that they provide overtime compensation to other employees who are not loan officers. Moreover, it is common industry knowledge that courts and the United States Department of Labor have found loan officers to be non-exempt.

33. Defendant's conduct, as set forth in this Complaint, was willful and in bad faith, and caused significant damages to Plaintiffs.

**VIOLATION OF FAIR LABOR STANDARDS ACT
(Overtime Violations)**

34. Plaintiffs allege and incorporate the above paragraphs by reference as if fully set forth herein.

35. At all times relevant herein, Defendant has been, and continues to be, an "employer," and Plaintiffs have been, or continue to be, "employees" within the meaning of 29 U.S.C. §§ 203(d) and (e).

36. The FLSA requires covered employers, such as Defendant, to compensate all non-exempt employees at a rate not less than one and one-half times their regular rate of pay for work performed in excess of forty hours per week. 29 U.S.C. § 207. As such, Plaintiffs are entitled to overtime compensation at one and one-half times their regular rate of pay for work performed in excess of forty hours per week.

37. By failing to compensate Plaintiffs with overtime compensation for their overtime hours worked, Defendant has violated, and continues to violate the FLSA.

38. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

39. Plaintiffs seeks damages in the amount of Plaintiffs' unpaid overtime wages, an equal amount as liquidated damages, interest, all costs and attorneys' fees incurred in prosecuting this claim, all other relief available under the FLSA, and all other such legal and equitable relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for relief as follows:

- A. Judgment that Plaintiffs are non-exempt employees entitled to protection under the FLSA;
- B. Judgment against Defendant for violations of the overtime provisions of the FLSA;
- C. Judgment that Defendant's violations as described above were willful;
- D. An award in an amount equal to Plaintiffs' unpaid overtime wages at the applicable rates, liquidated damages, and interest thereon;
- E. An award of prejudgment interest to the extent liquidated damages are not awarded;
- F. Leave to amend to bring additional claims, including but not limited to claims for unpaid minimum wages under the FLSA; and
- G. For such other and further relief, in law or equity, as the Court may deem appropriate and just.

Respectfully Submitted,
Plaintiffs Thomas Sehler Mohamed Sadiqui, Lora
Hartman, Monica Harmison, Allison Cougill, Alice
Dixon, Ronald Hantz, and Annette Post, and

By Counsel

Dated: April 18, 2013



R. Scott Oswald, Esq.

VS# 41770

Nicholas Woodfield, Esq.

VS# 48938

The Employment Law Group, P.C.

888 17th Street, NW, Suite 900

Washington, D.C. 20006

(202) 261-2812

(202) 261-2835 (facsimile)

soswald@employmentlawgroup.com

nwoodfield@employmentlawgroup.com

Curtis P. Zaun

MN Bar No. 266310*

Nichols Kaster, PLLP

4600 IDS Center, 80 South 8th Street

Minneapolis, MN 55402

Telephone: (612) 256-3200

Email: czaun@nka.com

**pro hac vice application forthcoming*

Attorneys For Plaintiffs

EXHIBIT A

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date:

11/15/11

Signature

Alison D. Cougill

Print Name

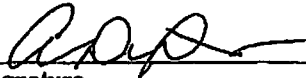
Alison D. Cougill

REDACTED

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date: 11/20/11


Signature

Alice Dixon
Print Name

REDACTED

Case 2:11-cv-00465-LKK-EFB Document 108 Filed 01/06/12 Page 4 of 6
REDACTED

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date: 01/05/12

Ronald Hartz
Signature

Ronald Hartz
Print Name

REDACTED

Return this form by
fax, email, or mail to:

Nichols Kaster, PLLP, Attn: Robert Schug
Fax: (612) 215-6870
Email: rschug@nka.com
Address: 4600 IDS Center, 80 S. 8th St., Minneapolis, MN 55402
Web: www.nka.com and www.overtimecases.com

Case 2:11-cv-00465-LKK -EFB Document 83 Filed 11/16/11 Page 13 of 26
REDACTED

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date: 11/15/11

Monica J. Harmon
Signature

MONICA J. HARMISON
Print Name

REDACTED

Return this form by
fax, email, or mail to:

Nichols Kaster, PLLP, Attn: Robert Schug
Fax: (612) 215-6870
Email: rschug@nka.com
Address: 4600 IDS Center, 80 S. 8th St., Minneapolis, MN 55402
Web: www.nka.com and www.overtimecases.com

Case 2:11-cv-00465-LKK -EFB Document 72 Filed 08/26/11 Page 3 of 3

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wages.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer, and did not receive proper compensation for all of my hours worked, including overtime pay and/or minimum wages.
3. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against Prospect Mortgage.
4. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date:

8/24/11

Signature

Lora M. Hartman

Print Name

Lora M. Hartman

REDACTED

Return this form by
fax, email or mail to:

Nichols Kaster, PLLP, Attn: Robert Schug
Fax: (612) 215-6870
Email: rschug@nka.com
Address: 4600 IDS Center, 80 S. 8th St., Minneapolis, MN 55402
Web: www.nka.com and www.overtimecases.com

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date: 11.11.2011


Signature

ANNETTE M. POST
Print Name

REDACTED

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date: 11/12/11


Signature

Mohamed Sadiqui
Print Name

REDACTED

Return this form by
fax, email, or mail to:

Nichols Kaster, PLLP, Attn: Robert Schug
Fax: (612) 215-6870
Email: rschug@nka.com
Address: 4600 IDS Center, 80 S. 8th St., Minneapolis, MN 55402
Web: www.nka.com and www.overtimecases.com

**PROSPECT MORTGAGE
PLAINTIFF CONSENT FORM**

1. I consent to make a claim under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. against my current/former employer, Prospect Mortgage, to recover overtime pay and/or minimum wage.
2. During the past three years, there were occasions when I worked over 40 hours per week as a loan officer.
3. I understand that I may withdraw my consent to proceed with my claims at any time by notifying the attorneys handling the matter.

Date: 11-11-2011

Signature

THOMAS

Print Name

SEHLER

REDACTED

EXHIBIT B

1 SEYFARTH SHAW LLP
Andrew M. Paley (SBN 149699)
2 E-mail: apaley@seyfarth.com
2029 Century Park East, Suite 3500
3 Los Angeles, CA 90067-3021
Telephone: (310) 277-7200
4 Facsimile: (310) 201-5219

5 SEYFARTH SHAW LLP
Alfred L. Sanderson, Jr. (SBN 186071)
6 E-mail: asanderson@seyfarth.com
Brandon R. McKelvey (SBN 217002)
7 E-mail: bmckelvey@seyfarth.com
400 Capitol Mall, Suite 2350
8 Sacramento, California 95814-4428
Telephone: (916) 448-0159
9 Facsimile: (916) 558-4839

10 Attorneys for Defendant
PROSPECT MORTGAGE, LLC

11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA
13 SACRAMENTO

14 ELIZABETH SLIGER, CAROL DION and
15 SCOTT AVILA, individually, on behalf of
others similarly situated, and on behalf of the
16 general public,

17 Plaintiffs,

18 v.

19 PROSPECT MORTGAGE, LLC, and DOES 1-
20 50, inclusive,

21 Defendants.

) Case No. 2:11-CV-00465-LKK-EFB

) **FURTHER AMENDED STIPULATION**
) **TO DECERTIFY COLLECTIVE**
) **ACTION; ORDER DECERTIFYING**
) **COLLECTIVE ACTION**

) Complaint Filed: October 18, 2010

1 IT IS HEREBY STIPULATED, by and between CAROL DION and SCOTT AVILA
2 (“Plaintiffs”) and PROSPECT MORTGAGE, LLC (“Defendant” or “Prospect”), through their
3 respective undersigned counsel, as follows:

4 WHEREAS, Plaintiffs have brought this lawsuit against Defendant alleging that they and
5 other mortgage loan officers throughout the country were misclassified as exempt employees and
6 are entitled to overtime, minimum wage, and other compensation under federal and California
7 wage-hour laws;

8 WHEREAS, Plaintiffs filed their Motion for Conditional Certification on June 28, 2011;

9 WHEREAS, this Court partially granted Plaintiffs’ motion for conditional certification
10 under section 216(b) of the Fair Labor Standards Act (“FLSA”) on August 24, 2011 (ECF No.
11 71) and ordered that notice be provided to all current and former loan officers paid on a
12 commission-only basis who worked for Prospect at any time from three years prior to date notice
13 issued to the present;

14 WHEREAS, notice was sent to the collective in November 2011 and then supplemental
15 notice was sent in January 2012 with the supplemental notice period ending on March 27, 2012;

16 WHEREAS, approximately 595 individuals have filed consents to join this lawsuit that
17 have not been withdrawn;

18 WHEREAS, over the last year the parties have conducted written discovery and taken a
19 number of depositions, including the depositions of the named plaintiffs and depositions of
20 multiple Rule 30(b)(6) witnesses;

21 WHEREAS, over the last several months the parties have been actively engaging in
22 settlement discussions to resolve the claims that Plaintiffs have asserted in this litigation;

23 WHEREAS, counsel for all parties met in Los Angeles on May 16, 2012 and July 19,
24 2012, to discuss settlement and explore potential resolution;

25 WHEREAS, counsel have exchanged data and other information over the last several
26 months in a mutual effort to further explore potential resolution;

27 WHEREAS, the parties participated in a day-long mediation in San Francisco on
28 September 21, 2012 but were unable to resolve the matter;

1 WHEREAS, Defendant has notified Plaintiffs that it intends to file a motion to decertify
2 the FLSA collective action;

3 WHEREAS, the parties agree that to avoid the cost and expense of discovery and motion
4 practice associated with a motion to decertify the collective, the parties will stipulate that this
5 matter should no longer proceed as a collective action under 29 U.S.C. § 216(b) and that the
6 individual opt-in plaintiffs, who so choose, may pursue their individual claims in other forums;

7 WHEREAS, the parties agree that all opt-in plaintiffs should be dismissed from the
8 action without prejudice to refile their individual claims in other forums;

9 WHEREAS, the parties further agree that the statutes of limitations with respect to the
10 claims asserted in this lawsuit for each individual plaintiff have been tolled since the date that the
11 individual plaintiff filed a consent form in this action, and in the event that Defendant raises the
12 statute of limitations in any action brought by any of the opt-in plaintiffs following
13 decertification, it agrees to extend any limitations period it asserts by 90 days;

14 WHEREAS, the parties further agree that the claims of the named Plaintiffs (Scott Avila
15 and Carol Dion) should not be affected by this stipulation and will continue to proceed
16 individually in this Court on the schedule set forth in the Court's latest scheduling order; and

17 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs and
18 Defendant, through their respective undersigned counsel, that:

19 (1) The collective action previously conditionally certified on August 24, 2011 (ECF
20 No. 71) be decertified pursuant to this joint stipulation and that this case no longer proceed as a
21 collective action under 29 U.S.C. § 216(b);

22 (2) All opt-in plaintiffs (other than Carol Dion and Scott Avila) who have filed
23 consent forms in this action should be dismissed without prejudice so that those who so choose
24 may refile their individual claims in other forums;

25 (3) The statutes of limitations with respect to the claims asserted in this lawsuit for
26 each individual plaintiff have been tolled since the date that the individual plaintiff filed a
27 consent form in this action, and in the event that Defendant raises the statute of limitations in any
28

1 action brought by any of the opt-in plaintiffs following decertification, it agrees to extend any
2 limitations period it asserts by 90 days;

3 (4) The named Plaintiffs, Scott Avila and Carol Dion, will continue to proceed
4 individually without any tolling in this Court on the schedule set forth in the Court's latest
5 scheduling order; and

6 (5) Plaintiffs' counsel shall provide all of the opt-in plaintiffs with notice via U.S.
7 Mail of the Court's Order to decertify the collective action. The notice that Plaintiffs' counsel
8 shall provide to all opt-in plaintiffs shall be in the form attached as Exhibit A.

9 IT IS SO STIPULATED.

10 DATED: January 22, 2013

NICHOLS KASTER, LLP

11
12 By: s/ Matthew C. Helland
Matthew C. Helland
13 Attorneys for Plaintiffs
CAROL DION and SCOTT AVILA, et al.

14
15 DATED: January 22, 2013

SEYFARTH SHAW LLP

16 By: s/ Brandon R. McKelvey
Andrew M. Paley
17 Brandon R. McKelvey
18 Attorneys for Defendants
PROSPECT MORTGAGE, LLC
19
20
21
22
23
24
25
26
27
28

ORDER

IT IS HEREBY ORDERED:

(1) The collective action previously conditionally certified on August 24, 2011 (ECF No. 71) is hereby decertified and this case shall no longer proceed as a collective action under 29 U.S.C. § 216(b);


(2) All opt-in plaintiffs (other than the named Plaintiffs Carol Dion and Scott Avila) who have filed consent forms in this action are hereby dismissed without prejudice so that those who so choose may refile their individual claims in other forums;

(3) The named Plaintiffs, Scott Avila and Carol Dion, will continue to proceed individually without any tolling in this Court on the schedule set forth in the Court's latest scheduling order; and

(4) Plaintiffs' counsel shall provide notice of this Order to all opt-in plaintiffs via U.S. Mail. The notice sent to the opt-in plaintiffs will be in the form attached as Exhibit A to the parties' stipulation

IT IS SO ORDERED.

Date: January 23, 2013


LAWRENCE K. KARLTON
SENIOR JUDGE
UNITED STATES DISTRICT COURT

Court Name: United States District Court
Division: 1
Receipt Number: 14683835574
Cashier ID: dvanbetr
Transaction Date: 04/18/2013
Payer Name: THE EMPLOYMENT LAW GROUP

CIVIL FILING FEE

For: THE EMPLOYMENT LAW GROUP
Case/Party: D-VAE-1-13-CV-000473-001
Amount: \$350.00

CHECK

Remitter: THE EMPLOYMENT LAW GROUP PC
Check/Money Order Num: 32762
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

1:13CV473

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Thomas Sehler, Mohamed Sadiqui, Lora Hartman, Monica Harmison,
Allison Coughlin, Alice Dixon, Ronald Hantz, and Annette Post

(b) County of Residence of First Listed Plaintiff Arlington, VA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

The Employment Law Group, P.C.
888 17th Street, N.W., Suite 900 Washington D.C. 20006
(202)-261-2814

DEFENDANTS

Prospect Mortgage, LLC

County of Residence of First Listed Defendant Los Angeles County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 U.S.C. § 216(b)

Brief description of cause:

Unpaid wages

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/18/2013

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE